

FIRST AMENDMENT TO RETRANSMISSION CONSENT AGREEMENT

This FIRST AMENDMENT ("First Amendment") to that certain Retransmission Consent Agreement dated as of [January 1, 2009] (the "Agreement") by and between Media General Operations, Inc. ("Broadcaster"), owner and operator of WCBD-TV/DT, licensed to Charleston, SC (the "Station"), and Berkley Cable Television Company ("Operator"), is made and effective as of January 1, 2012.

Broadcaster and Operator, intending to be bound legally, agree as follows:

1. The Term of the Agreement is extended from January 1, 2012, through December 31, 2014. Broadcaster consents to the retransmission of the Broadcast Signal for each Station by, and only by, a System that (a) qualifies as a "multichannel video programming distribution system" as defined in Section 602 of the Communications Act of 1934, as amended, and as a "cable system" as defined in 17 U.S.C. Section 111(f), (b) retransmits the Broadcast Signal only to receivers connected directly to the System's wired infrastructure within the Station's DMA; and (c) is listed on Exhibit A attached hereto, which replaces in its entirety the Exhibit A initially attached to the Agreement. Operator shall have no right or obligation to retransmit any portion of the Broadcast Signal to any receiver to which Broadcaster has not granted consent in the foregoing sentence.

2. The Section 1(k) of the Agreement shall be deleted and replaced by the following:

"Rights Fee" means the monthly amount payable by Operator to Broadcaster during the Term calculated by multiplying the Rate set forth in Exhibit A of the First Amendment for each Retransmitted Feed by the average number of Subscribers to which Operator retransmits such Retransmitted Feed during the calendar month. The average number of Subscribers in a month shall be equal to the number of Subscribers on the first day plus number of Subscribers on the last day of the month, divided by two. The Rights Fee shall be pro rated for any period constituting less than one full calendar month.

3. During the extended Term, the Rate shall be that set forth in Exhibit A hereto.

This First Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Broadcaster and Operator (in any number of counterparts). Except as modified by the express terms of this First Amendment, all provisions of the Agreement shall remain in full force and effect, and in the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the date first written above.

BROADCASTER

By: 

Name: Rick Lipps

Title: Vice President General Manager

OPERATOR

By: 

Name: William S. Helmly

Title: President

EXHIBIT A

Notices:

	BROADCASTER	OPERATOR
COMPANY	WCBD	Berkeley Cable Television Company
ADDRESS	210 W. Coleman Blvd	5798 Stoney Landing Road
CITY, STATE, ZIP	Mt. Pleasant, SC	Monks Corner, SC 29461
CONTACT NAME	Rick Lipps	William Helmly
CONTACT PHONE	843-216-4870	843-761-9101

Rate (per subscriber per month):

Primary Affiliation of Retransmitted Feed	2012	2013	2014
ABC, CBS, NBC, FOX	\$0.64	\$0.72	\$0.80
CW or MyNetwork	\$0.00	\$0.00	\$0.00
Other			

For the avoidance of any doubt, a Subscriber that receives from a System multiple Retransmitted Feeds shall be counted separately for each Retransmitted Feed. For example, if a System retransmits a Retransmitted Feed affiliated with ABC and an additional Retransmitted Feed of the same Station that is affiliated with Fox, then the Rights Fee shall be the sum of the fee due for the ABC Retransmitted Feed plus the fee due for the Fox Retransmitted Feed.

Systems:

[illegible]